

**PLACER COUNTY  
DEPARTMENT OF ADMINISTRATIVE SERVICES**

*on behalf of the*

**Department of Public Works**



**REQUEST FOR PROPOSALS**

*for*

**PLACER PARKWAY - PHASE I**

**PRELIMINARY ENGINEERING,  
ENVIRONMENTAL ANALYSIS, AND PROJECT MANAGEMENT**

**RFP No. 10060**

**Release Date: February 16, 2011**

**Submittal Deadline: March 16, 2011  
not later than 5:00 PM (Pacific)**

**Placer County RFP No. 10060**

**Placer Parkway - Phase I**

**Preliminary Engineering,  
Environmental Analysis, and Project Management**

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**ATTACHMENTS**

- A. Location Map
- B. DBE/UDBE Requirements and Response Forms
- C. Sample Contract

## 1.0 INTRODUCTION

Placer County is soliciting sealed proposals from Civil Engineering firms (California Registered Civil Engineer required) to provide professional engineering services for Phase I of the Placer Parkway project. The Scope of Services shall include, but is not limited to, preliminary engineering, environmental review, environmental permitting, and project management. This work will include all coordination with all necessary agencies, obtaining environmental approval for the proposed improvements, including the preparation of all required environmental documentation, and preliminary plans and estimate.

Phase I of the Placer Parkway project extends from State Route 65 to Foothills Blvd North in the south area of Placer County. The Project Location is shown in **Attachment A**. The complete Placer Parkway project is an approximate 15-mile long, east-west, controlled access transportation corridor that is intended to connect areas in western Placer County to planned industrial development in south Sutter County as well as the I-5 corridor. A Tier I analysis was completed that identified the corridor out of five alternatives. On December 3, 2009 the South Placer Region Transportation Authority Board certified the Final Program Environmental Impact Report, a statement of overriding considerations, and a Mitigation Monitoring and Reporting Program for compliance with the California Environmental Quality Act (CEQA). On May 7, 2010, the Federal Highway Administration (FHWA) completed its [Record of Decision \(ROD\)](#), which selected Placer Parkway Corridor “Alternative 5” with a No-Access Buffer Zone pursuant to the National Policy Environmental Act (NEPA). The FHWA published its [Notice of Final Actions](#) in the Federal Register on May 26, 2010. The supporting documents may be found at the Placer Parkway website: <http://www.placerparkway.org>.

In addition to the documents prepared for the Placer Parkway Tier I, the City of Rocklin prepared a Project Study Report (PSR) and supporting Initial Study and Mitigated Negative Declaration for the State Route 65 Whitney Ranch Interchange. The Whitney Interchange is the eastern terminus of the Placer Parkway. The PSR and IS/MND are available for review on the County’s website at <http://www.placer.ca.gov/admin/procurement/openbids.aspx>

Placer County is now soliciting proposals from qualified firms for the preliminary engineering and environmental review for Phase I of the Placer Parkway, which extends from State Route 65 to Foothills Blvd North. The County may, at its sole discretion, extend the resulting contract at a future date to include plans, specifications, and estimate (PS&E) and other required support to complete construction of Phase I.

Firms that respond to this RFP must possess strong general civil engineering and structural design skills, environmental review skills, depth of resources, and sensitivity to the local and regulatory issues. Firms should have knowledge of the Placer County Land Development Manual and the Placer County Stormwater Management Manual as well as knowledge of the Burlington Northern Santa Fe Railway and Union Pacific Railroad Guidelines for Railroad Grade Separation Projects, AASHTO Design Guidelines, Caltrans Highway Design Manual and Caltrans Bridge Design Manuals, Caltrans Standard Plans, and Caltrans Standard Specifications. Firms should demonstrate a strong working relationship and have a proven track record with Caltrans, Union Pacific Railroad, and federal permitting agencies. Firms should have great comprehension of both CEQA as well as NEPA requirements.

This RFP includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal.

Direct all inquiries regarding this RFP in writing to:

April Pay, Senior Buyer  
Placer County Procurement  
2964 Richardson Drive  
Auburn, CA 95603  
Phone: (530) 889-4253  
Email: [apay@placer.ca.gov](mailto:apay@placer.ca.gov)

Do not contact County departments or other County staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if in writing and issued by the Placer County Procurement Services Division.

All addenda for this RFP will be distributed via Placer County's website:

<http://www.placer.ca.gov/admin/procurement/openbids.aspx>

**It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP.** Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return a signed addenda, when required, may be cause for rejection of his/her proposal.

## 2.0 TENTATIVE PROJECT SCHEDULE

The following represents the tentative schedule for this project. Any change in the scheduled dates for the Pre-Proposal Conference, Deadline for Final Questions, or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

Pre-Proposal Conference .....	March 3, 2011 – 10:00 am
Proposals due .....	March 16, 2011
Proposals evaluated by review team .....	March 17 – April 8, 2011
Interviews of short-listed firms .....	April 12, 2011
Contract approval by Board of Supervisors .....	May 24, 2011
Contract Execution/Work Commences .....	May 25, 2011

### **3.0 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference has been scheduled for **March 3, 2011 at 10:00 am** at the following location:

**Placer County Community Development & Redevelopment Center  
Cypress Conference Room  
3091 County Center Drive, Suite 220  
Auburn, CA 95603**

Interested firms will have an opportunity to submit questions regarding the requirements outlined in this RFP. While attendance is not mandatory, interested proposers are highly encouraged to attend. In order to make the meeting more effective for all participants, attendees should read this document thoroughly and prepare questions prior to the meeting.

Notes from the pre-proposal conference and a list of attendees will be issued in the form of a written addendum to the RFP.

### **4.0 PREVAILING WAGE REQUIREMENTS**

The services described herein are considered “public works” as defined by California Labor Code Section 1720 et seq. Any Consultant awarded a contract as the result of this RFP shall be responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws, for services under the Consultant’s contract.

### **5.0 SCOPE OF SERVICES**

#### **5.1 General**

The awarded firm (“Consultant”) shall have the ability to deliver a wide range of services including but not limited to: environmental documentation, civil engineering, bridge engineering, project management, environmental studies, geotechnical engineering, and permitting. In addition, the Consultant shall provide surveying, base mapping, and preliminary design and alternative analysis and selection for the proposed Placer Parkway Phase I. The Consultant will serve as the central coordinator for all activities between the consulting team, DPW Staff, the California Department of Transportation (Caltrans), Federal Highway Administration (FHWA), the CPUC, the UPRR, and regulatory agencies.

This contract will be phased with each subsequent phase as an optional task that the County may authorize depending on the performance of the selected consultant and availability of funding. The initial work is being funded by the South Placer Regional Transportation Authority on a year-to-year basis. It is estimated that \$400,000 per year will be allocated for the consulting services addressed in this RFP. The Consultant will need to consider the cyclical nature of the available budget and its impact on the project schedule.

## **5.2 Project Management**

The Consultant shall provide professional and technical services during the scoping, environmental review, alternative analysis and selection, and preliminary design of the project. At minimum, the Consultant shall perform the following tasks:

- A. Develop a project team and prepare the project scope of work, activities, schedule, and work plan. Define key issues and goals and coordinate responsibilities of project team members.
- B. Hold regular project team coordination and status meetings, prepare agenda, meeting minutes and action items. Meetings should be scheduled once a month.
- C. Prepare monthly progress reports addressing progress of work; project schedule; information/decisions required to maintain the project schedule and complete deliverables; problems encountered that may affect the schedule, budgets, and anticipated work items; and discuss recommendations to address issues.
- D. Provide and maintain a Critical Path Method (CPM) schedule. The schedule shall list all tasks of all parties involved in the project with estimated start and completion dates. Updates shall be provided to the County on a monthly basis and shall include planned and actual dates.
- E. Comply with all requirements of the UPRR and the CPUC for the planning and design of grade separated structures.
- F. Comply with all requirements of Caltrans for the design and construction of freeway interchange connections.
- G. Coordinate with others planning work in the area, including the City of Rocklin on the Whitney Ranch Parkway Interchange.

### **Deliverables:**

- One copy of the project CPM Gantt chart schedule
- One copy of monthly progress reports and schedules
- Copies of meeting notes prepared by Consultant and distribution to all attendees

## **5.3 Survey and Base Mapping**

The Consultant shall conduct a field review at the site to familiarize themselves with the site and project surroundings prior to starting work. The Consultant shall provide all topographic survey information for the proposed project area that is required to analyze the design of the roadway, intersections, and structures and their potential environmental impacts. The Consultant shall develop any required base mapping from the topographic survey information and shall be responsible for identifying property lines, existing utilities, drainage facilities, signing and striping, fences, trees, edges of pavement, hinge points, flow lines, ditches, slopes, structures, banks, and ground points to accurately create an existing ground surface in AutoCAD Civil 3D 2010/2011 format for the site. The Consultant shall provide all traffic control and obtain any encroachment permits required to complete this task.

Base mapping will be developed electronically and provided to the County in an AutoCAD Civil 3D 2010/2011 format. Electronic base mapping files shall contain the three-dimensional terrain model used to create the contours and shall also include the contours created from the three-dimensional terrain model. Contours shall be generated at 0.5 foot contour intervals. Base mapping shall be prepared based on Placer County known coordinate system. Consultant shall convert the data to MicroStation format upon request of the County. The Consultant shall be responsible for providing sufficient permanent survey control to be able to provide construction staking for the proposed project.

Topographic base mapping for the project location shall show existing grades with accuracy within 0.05 feet. Topographic maps shall be tied to California State Coordinate System, NAD 83 or NAVD 88.

**Deliverables:**

- Base Map (Including the terrain model if needed) in electronic AutoCAD Civil 3D 2010/2011.
- Survey Control Information, including any adjustment calculations related to horizontal and vertical control for maintenance and recovering of all control points set as part of this project.
- Copies of all survey notes developed for the proposed project.
- Copies of record drawings obtained from utility companies and other agencies.

## **5.4 Environmental Studies**

The Consultant shall prepare all environmental documents for full compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). The typical tasks include, but are not limited to:

- A. Compile and review existing documents, data and information
- B. Coordinate applicable public outreach
- C. Recommend type of document needed
- D. Perform Preliminary Environmental Studies
- E. Prepare the Notice of Preparation (NOP) and Initial Study
- F. Prepare Notice of Intent (NOI)
- G. Community/Property Owner Outreach
- H. Test for Aerially Deposited Lead (ADL) and Naturally Occurring Asbestos (NOA)
- I. Prepare Area of Potential Effect (APE) map and Administrative and Draft Initial Studies
- J. Prepare Technical Reports
- K. Prepare Administrative Draft Environmental Impact Report(ADEIR) and Administrative Draft Environmental Impact Statement (ADEIS)
- L. Prepare Draft Environmental Impact Report (DEIR) and Draft Environmental Impact Statement (DEIS)

- M. Prepare Final Environmental Impact Report (FEIR) and Final Environmental Impact Statement (FEIS).
- N. Coordinate, respond to questions, and make the appropriate revisions to reports based upon Regulatory Agencies' Comments
- O. Prepare final documents and copies for distribution including Mitigation and Monitoring Plan if appropriate
- P. Respond to comments received
- Q. Perform all Preliminary Engineering necessary to support and obtain environmental clearance.

**Deliverables:**

- Six (6) draft copies of each report and study required for CEQA/NEPA
- Two (2) copies of APE map
- One (1) copy of each comment letter
- Two (2) draft copies of response letters
- Six (6) draft copies of mitigation measures
- Four (4) final copies of each report and study required for CEQA/NEPA
- Two (2) final copies of response letters
- Two (2) final copies of mitigation measures
- One (1) copy of each permit required including supplemental information
- One (1) copy of Initial Study and Notice of Preparation
- Nine (9) copies of Administrative Draft Environmental Impact Report/Environmental Impact Statement
- Thirty (30) copies of Draft Environmental Impact Report/Environmental Impact Statement
- Thirty (30) copies of Final Environmental Impact Report/Environmental Impact Statement with Mitigation and Monitoring Plan, Comments Received, and Official Responses to Comments.

## **5.5 Geotechnical Engineering Services**

The Consultant shall be responsible for conducting a geotechnical investigation for the exploration and evaluation of the foundation conditions for the bridge and the structural stability of the existing foundations, piers, abutments, and slopes. The geotechnical investigation shall provide data and recommendations sufficient to analyze and design retaining walls, cut and fill slopes, bridge foundations, and structural sections for the proposed roadway, and any other elements necessary for the selected alternative. A Log of Test Borings sheet will present the results of the geotechnical investigation in the project plans.

The Consultant shall coordinate with the Army Corps of Engineers, the UPRR, and the California Department of Fish and Game to obtain any necessary agreements for the drilling operation. The Consultant shall obtain an encroachment permit from the County for any drilling operation within County right-of-way. The County will waive the encroachment permit fee. The Consultant shall provide all traffic control required



to complete this task. If drilling operations are required on private property, the Consultant shall coordinate with the property owner while keeping the County informed of all such activities. If the Consultant is unable to obtain assistance from the property owner, the Consultant shall notify the County, who will assist with obtaining permission for the drilling operations.

An experienced geologist or engineer working under the direction of a registered civil engineer or geotechnical engineer will supervise the subsurface exploration in the field. The investigation shall be completed in accordance with established professional practices and the guidelines in the Caltrans Local Assistance Manual. Results of the investigation shall be summarized in a Draft Geotechnical Report containing the data required in Section 4.3.5, Required Subsurface Investigations, of the Caltrans Bridge Design Specifications and Exhibit 11-C of the Local Assistance Procedures Manual.

The Consultant shall be responsible for preparation of a geotechnical report that will accurately depict the existing area's geologic attributes and conditions. The geotechnical report shall also discuss the results of the work items described below:

- A. The Consultant shall conduct a thorough record search as part of the preliminary geotechnical evaluation. Consultant shall contact local government agencies, utilities, and federal agencies, such as the Army Corps of Engineers to determine if geotechnical data is available within the project area. The Consultant may also obtain a soil survey map from the United States Department of Agriculture Soil Conservation Service for the soil description for each of the proposed site locations. All data obtained shall be reviewed and summarized in the resulting report. The research shall include, but is not limited to, record search, existing geologic mapping, record drawings, topographic maps, and method of excavation recommendations. Copies of all research materials obtained shall be included in the report. All agencies contacted shall be identified in the report with a list of data obtained from each respective agency.
- B. The Consultant shall prepare a geologic map that identifies rock and soil type, engineering characteristic of the materials, descriptions of these areas and size of fracturing, and the estimated areas and thickness of compressible soils. The map will be created through information generated by data collected in the record search and data collected by a registered geologist or geotechnical engineer performing a field review at the proposed site locations. The field review shall also evaluate the slope performance of the existing cut and fill slopes. The resulting report shall include a discussion of both the performance of the existing roadway cut and fill slopes, stability of the soil in the vicinity of the project, and recommendations for the design of any required retaining walls or structures.

- C. Laboratory tests shall be performed (if applicable) on selected samples to evaluate the engineering characteristics of materials encountered during the field investigation. Laboratory tests anticipated for this project shall include:
- 1) Plasticity Index
  - 2) Soil Corrosivity Test
  - 3) Consolidation Test
  - 4) Moisture-Density
  - 5) R-Values
  - 6) Unconfined Compression Strength
  - 7) Compaction Test (Proctor Test or Cal-216)
- D. The Consultant shall perform engineering analysis of all collected data in order to provide adequate definition of potentially adverse geologic/geotechnical conditions accompanied by discussions regarding available mitigation options, as needed.
- E. The Consultant shall prepare a geotechnical report that includes results of the geologic mapping, field explorations, laboratory testing, and engineering analysis. The report shall include:
- 1) A description of the proposed project
  - 2) Record search
  - 3) A description of the surface and subsurface site conditions encountered during the field investigation.
  - 4) Draft Foundation Analysis
  - 5) Recommendations related to the geotechnical investigations of:
    - Site seismic stability
    - Temporary excavations, shoring, and trench backfill
    - Permanent slopes and erosion protection
  - 6) An appendix which shall include:
    - Geologic map with supporting data
    - Research materials
    - Boring logs
    - Laboratory test results

The Consultant shall provide draft copies of the report to allow the County to provide comments. Upon addressing the County comments, the Consultant shall prepare a final geotechnical report.

**Deliverables:**

- Two (2) copies of draft Geotechnical/Foundation Report
- Four (4) copies of final wet signed and stamped Geotechnical/Foundation Report
- Four (4) copies of the Log of Test Boring Sheet

## 6.0 DBE REQUIREMENTS

In April of 2009 Placer County Board of Supervisors approved and adopted the 2009 Disadvantaged Business Enterprise (DBE) Implementation Agreement establishing Placer County's DBE Goal and Methodology providing for a Race-Conscious (RC) and Race-Neutral goal program. Adoption of the 2009 Implementation Agreement is a requirement for local agencies to obtain federal transportation funding for consultant and construction contracts awarded after June 2, 2009.

The goal of the program is to ensure non-discrimination and create a level playing field in which DBEs can compete fairly for Department of Transportation (DOT)-assisted contracts. The DBE Program includes a Race-Conscious component (RC DBE Program) that requires new race-conscious contract specific goals to be incorporated into all DOT-funded consultant and construction contracts. ***Race-Conscious contract goals and Good Faith Efforts will be limited to Underutilized DBEs (UDBE): African American, Native American, Asian Pacific American, and Women.***

Placer County would like to emphasize the importance of the RC-DBE Program that requires certain information and forms to be submitted regarding all DBE *and* UDBE participation and utilization. The submittal of all DBE Program forms with the bid/proposal is essential to the overall success of this project, is required by the Federal laws providing funding, and can be a condition of award. It is important these forms and documents are filled out accurately and completely with response to all questions in regards to DBEs and UDBEs. Reference to attachments and exhibits should be clearly referred to and displayed. When completing the required information it is helpful to have the forms *typed* or *clearly* printed.

The following documents are included in this RFP as **Attachment B**:

- “Exhibit 10-I” – Disadvantaged Business Enterprise Requirements and Instructions
- “Exhibit 10-O(1)” – Local Agency Bidder/Proposer UDBE Commitment (Consultant Contracts)
- “Exhibit 10-O(2)” – Local Agency Bidder/Proposer DBE Information (Consultant Contract)
- Guidance for Completing “Exhibit 15-H”, Good Faith Effort Statement of UDBE Participation
- “Exhibit 15-H” –Good Faith Effort Statement of UDBE Participation

The County has established a UDBE Contract goal of **Two Percent (2 %)** for this project. Consultants must give consideration to DBE firms as specified in 23 Code of Federal Regulations 172.5(b), 49 Code of Federal Regulations, Part 26, and in Exhibit 10-I, “Disadvantaged Business Enterprise Requirements and Instructions.” If the contract has an underutilized DBE (UDBE) goal, the consultant must meet the UDBE goal by using UDBEs as subconsultants or document a good faith effort to meet the goal. If a UDBE subconsultant is unable to perform, the consultant must make a good faith effort to replace him/her with another UDBE subconsultant if the goal is not otherwise met.

In calculating this specific contract goal Placer County utilized the California Unified Certification Program, found on the Caltrans (District 3) Local Assistance Civil Rights Website, as well as the County Business Patterns (CBP) Database through the U.S. Census Bureau to research and collect DBE and UDBE data; the search criterion is limited to UDBEs.

**Definition of UDBE** – “Underutilized Disadvantaged Business Enterprise” The findings from the Caltrans Availability and Disparity Study revealed statistically significant underutilization in four of the six groups presumed to be disadvantaged as defined by the Code of Federal Regulations, 49 CFR Part 26. The four groups are African American, Asian Pacific American, Native American, and Women.

If you have not met the UDBE goal, complete and submit the Good Faith Efforts documentation form (“Exhibit 15-H”) with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by UDBEs will be considered. See “Guidance For Completing “Exhibit 15-H” Good Faith Effort Statement Of UDBE Participation”, included in **Attachment B**. This document must either be submitted with your response to this RFP, or to the Procurement Services Division not later than 4:00p.m. on the fourth (4th) day after the proposal submittal deadline. Failure to submit the required documentation within the time frame described above will render your proposal non-responsive. The County shall not be responsible for Good Faith Efforts documentation delivered to a person or location other than specified herein.

If your UDBE Commitment Form 10-O(1) shows that you have met the UDBE goal or if you are required to submit the UDBE Commitment form, you should also be prepared to submit good faith efforts documentation within the specified time to protect your eligibility for award of contract/agreement in the event the Department finds that the UDBE goal has not been met. A copy of a UDBE’s quote will serve as a written confirmation that the UDBE is participating in the contract.

If there are any questions or concerns regarding the information requested in these forms please do not hesitate to contact the DBE Coordinator identified below, or visit the Department of Public Works’ website for additional information and guidance and links to the above mentioned websites.

Marla Holveck, DBE Coordinator  
Placer County Dept. of Public Works  
Phone: 530-745-7563  
[mholveck@placer.ca.gov](mailto:mholveck@placer.ca.gov)

## **7.0 ASSURANCE OF DESIGNATED PROJECT TEAM**

Proposer shall assure that the designated project team, including sub-consultants (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the County.

## 8.0 GENERAL TERMS & CONDITIONS

- 8.1 **Standard Contract.** Upon completion of the evaluation and recommendation for award, the selected firm will be required to execute a Consultant services agreement, a sample of which is included as **Attachment C**.
- 8.2 **Independent Contractor.** At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the County of Placer. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the County of Placer, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.
- 8.3 **Non-Appropriation.** The County may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 8.4 **Conflict of Interest.** The Consultant shall warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.
- 8.5 **Non-Collusion.** Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.
- 8.6 **Indemnification & Insurance Requirements.** The County's standard indemnification and insurance requirements are provided in the Sample Contract, **Attachment C**. All costs of complying with the insurance requirements shall be included in your pricing.
- 8.7 **Protests and Appeals.** In accordance with Section 10.0 of the Placer County Purchasing Policy Manual, any bidder or offeror who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services. The protest shall be submitted in writing to the Director of Administrative Services within seven (7) calendar days after such aggrieved person or company knows or should have known of the facts giving rise thereto.

## 9.0 PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Proposals should not exceed a total of 30 pages, not including Cost Proposal or Financial Statements (see Sections 9.12 and 9.13 for additional instructions regarding these items). Excessive information will not be considered favorably.

The proposal should be bound or contained in a loose leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this Section as specified below.

### 9.1 **Cover Letter** with the following information:

- Title of this RFP
- Name and Mailing Address of Firm (include physical location if mailing address is a PO Box)
- Contact Person, Telephone Number, Fax Number, and Email Address
- A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda (reference the addenda by date and/or number).
- Acknowledgement that all proposals may be considered public information. Subsequent to award of this RFP, all of part of any submittal may be released to any person or firm who may request it. Therefore, proposers shall specify in their Cover Letter if any portion of their submittal should be treated as proprietary and not releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.

### 9.2 **Signature Requirements** - The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contract.

- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.

- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
  - Proposals which are submitted by an Individual doing business under a firm name (“dba”) shall be signed in the name of the individual doing business under the proper firm name and style.
- 9.3 **TAB A: Organizational Charts** – Provide your firm's organizational chart designating specific staff members to be assigned to this contract. Include the firm’s organizational structure, its constituent parts, and staffing levels over the past 5 years. Also provide a project specific organizational chart identifying services which would be completed by your firm’s staff and those provided by subconsultants.
- 9.4 **TAB B: Experience and References** – Provide a summary of the firm’s experience with similar projects, including the date and a brief description of each relevant project. The description shall include, at a minimum, an outline of the complexities of the project and the firm’s approach to the project. Related experience to high-profile, fast-track, public-sensitive, local agency projects of similar size and magnitude should be included in this summary. Provide a minimum of three project references for related projects, including date of project, consultant staff that worked on the project, reference contact person and phone number. Preference will be given to project references that have directly worked with proposed staff.
- 9.5 **TAB C: Qualifications of Team** – Provide a brief summary of the qualifications/experience of each team member and how the experience applies to this project, preferably not more than one page per team member, include length of service with the firm and resume. Qualifications/Experience of the subconsultant(s) are also to be included in addition to proposed staff. Describe current and anticipated workload of each team member who will be assigned to this project. Include a discussion of project commitments made to other client and a table showing the percentage of time key staff members are available during the course of this project. Include a statement assuring the availability of the proposed staff and the other project commitments noted in this section.
- 9.6 **TAB D: Project Understanding** – clearly describe your firm’s understanding of the nature of work including key project issues, engineering constraints, milestones, and required approvals relating to the project.
- 9.7 **TAB E: Proposed Scope of Work** – Describe the proposed scope of work and your firm’s approach to completing the work.

- 9.8 **TAB F: Proposed Project Schedule** – Provide a proposed schedule for completion of the project, including major contract milestones. Additionally, the project schedule should include review periods for Placer County, UPRR, the CPUC, Caltrans, and other agency review of the respective submittals. Include an explanation of how the proposed schedule was developed in consideration of the cyclical nature of the budget allocation.
- 9.9 **TAB G: DBE/UDBE Participation Forms** – Complete and include all appropriate forms as instructed in **Section 6.0** and **Attachment B** of this RFP.
- 9.10 **TAB H: Required Statements** – Include statements of assurance regarding the following requirements:
- Non-substitution for the designated members of the team without approval by Placer County staff (**Section 7.0**)
  - Non-conflict of interest (**Section 8.4**)
  - Non-collusion (**Section 8.5**)
  - Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (**Section 8.6**). (Please note that actual Certificates of Insurance are not required as part of your submittal.)
- 9.11 **TAB I: Exceptions** – Describe any and all proposed exceptions, alterations or amendments to the Scope of Work or other requirements of this RFQ, including the Standard Contract (**Attachment C**). The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the County’s determination of whether it is possible to successfully negotiate a contract with your firm/individual.
- 9.12 **Cost Proposal** – In a separate sealed envelope, provide a total cost proposal for all services to be delivered and a breakdown of costs delineated by task, as described in the Scope of Work. Include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to each task. Define any reimbursable expenses requested to be paid by the County.
- 9.13 **Audited Financial Statement** – In a separate sealed envelope, proposers shall submit their most current Audited Financial Statement or Reviewed Financial Statement. All costs of providing a financial statement shall be borne by the proposer. Proposals which do not include a current financial statement may be deemed non-responsive.

Financial statements shall be evaluated and scored by a County staff member with a financial or accounting background. The County’s decision shall be final regarding the evaluation results of financial statements.



## 10.0 SUBMITTAL INSTRUCTIONS

10.1 Your submittal package shall include the following:

- **One (1) original and seven (7) printed copies** of your proposal;
- **One (1) electronic copy** of your proposal in PDF format on CD, flash drive or other electronic media;
- **Two (2) copies** of your Cost Proposal in a separate sealed envelope, clearly marked with the name of your firm, the name of this project, and identified as “Cost Proposal”; and
- **Two (2) copies** of your most current Audited Financial Statement or Reviewed Financial Statement, clearly marked with the name of your firm, the name of this project, and identified as “Financial Statements”.

10.2 Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP number and title on the outside of the parcel.

10.3 Proposals must be submitted ONLY to:

Placer County Dept. of Administrative Services  
Procurement Services Division  
Attn: **April Pay, Senior Buyer**  
2964 Richardson Drive  
Auburn, CA 95603

10.4 Faxed and/or emailed proposals shall not be accepted.

10.5 The County of Placer shall not be responsible for proposals delivered to a person or location other than that specified herein.

10.6 Late submittals shall not be accepted or considered.

10.7 All submittals, whether selected or rejected, shall become the property of Placer County and will not be returned.

10.8 The County reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.

10.9 All costs associated with proposal preparation shall be borne by the offeror.

10.10 All proposals shall remain firm for **one hundred twenty (120) days** following the closing date for the receipt of proposals.

## 11.0 EVALUATION CRITERIA

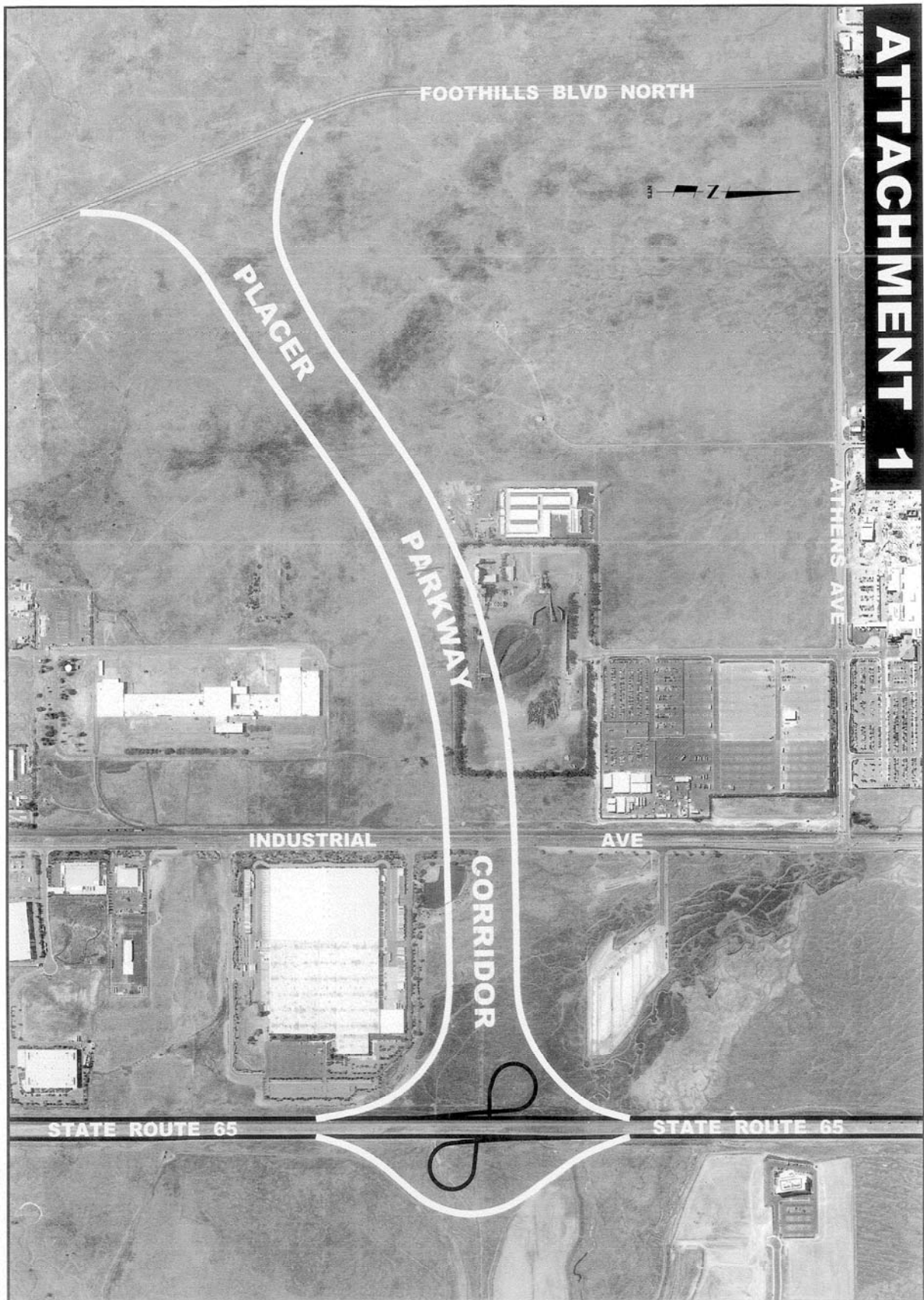
The following evaluation criteria will be used to determine the most highly qualified firm for this project:

<b><u>Evaluation Criteria</u></b>	<b><u>Maximum Points Possible</u></b>
A. Project Understanding, Project Approach, and Project Plan (per <b>Sections 9.6, 9.7, and 9.8</b> )	30
B. Firm Qualifications, specialized experience with similar kinds of work (per <b>Section 9.4</b> )	25
C. Quality and experience of staff proposed for this project and proposed manpower allocated to each work task, including subconsultants (per <b>Section 9.5</b> )	30
D. Present workload and staff availability (per <b>Section 9.5</b> )	10
F. Financial Stability (per <b>Section 9.13</b> )	5
<b>Total Possible Points:</b>	<b>100</b>

Placer County's Local Vendor Preference policy shall not be considered in the evaluation of responses to this RFP.

## 12.0 SELECTION PROCEDURE

- 12.1 Proposals will be reviewed for responsiveness, and responsive proposals will further be screened by a selection committee in accordance with the above criteria. The firm(s) submitting the highest rated proposal may be invited for interviews. The proposed project manager and project engineer shall be present at the interview.
- 12.2 The County reserves the right to make an award without further discussion of the submittal with the offeror. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose.
- 12.3 The County reserves the right to award a contract to the firm(s) that presents the best qualifications and whose proposal best accomplishes the desired results.
- 12.4 The County reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm(s). The County shall be the sole judge of the materiality of any such defect or irregularity. In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.



## **“EXHIBIT 10-I”**

### **DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS AND INSTRUCTIONS**

#### **1. TERMS AS USED IN THIS DOCUMENT**

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “Underutilized Disadvantaged Business Enterprise” or “UDBE” is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:
  - Black American
  - Asian-Pacific American
  - Native American
  - Women
- The term “bidder” also means “proposer” or “offerer.”
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

#### **2. AUTHORITY AND RESPONSIBILITY**

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Bidders/Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

#### **3. SUBMISSION OF UDBE and DBE INFORMATION**

If there is a UDBE goal on the contract, a “Local Agency Bidder/Proposer-UDBE (Consultant Contract) Commitment” (Exhibit 10-O(1)) form shall be included in bidder’s response to the Bid or RFP. In order for a bidder/proposer to be considered responsible and responsive, the bidder must make good faith efforts to meet the goal established for the contract. If the goal is not met, the bidder/proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A “Local Agency Proposer/Bidder-DBE (Consultant Contract)-Information” (Exhibit 10-O(2)) form shall be included in the bidder’s response to the Bid or RFP. The purpose of the form is to collect data required under 49 CFR 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans. For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

#### **4. DBE PARTICIPATION GENERAL INFORMATION**

It is the bidder's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The bidder is a UDBE and will meet the goal by performing work with its own forces.
  - 2. The bidder will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.
  - 3. The bidder, prior to bidding, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in their bid/proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

#### **5. RESOURCES**

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Bidder/Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>
  - Click on the link in the left menu titled Find a Certified Firm
  - Click on Query Form link, located in the first sentence
  - Click on Certified DBE's (UCP) located on the first line in the center of the page
  - Click on Click To Access DBE Query Form

- Searches can be performed by one or more criteria
- Follow instructions on the screen
- “Start Search,” “Requery,” “Civil Rights Home,” and “Caltrans Home” links are located at the bottom of the query form

C. How to Obtain a List of Certified DBEs without Internet Access

**DBE Directory:** If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

## **6. MATERIALS**

Materials or supplies purchased from DBEs count towards DBE credit, and if a DBE is also a UDBE, purchases will count towards the UDBE goal under the following conditions:

- A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by -Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

## **7. TRUCKING COMPANIES**

For DBE trucking companies: credit for DBEs will count towards DBE credit, and if a DBE is a UDBE, credit will count towards the UDBE goal, under the following conditions:

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.
- B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.
- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement. E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

## LOCAL AGENCY BIDDER/PROPOSER UDBE COMMITMENT (CONSULTANT CONTRACTS)

[illegible]

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of award. Failure to send a copy to the DLAE within 15 days of award may result in de-obligation of funds for this project.

(2) Copy -- Include in award package to Caltrans District Local Assistance

(3) Original – Local agency files



**INSTRUCTIONS FOR COMPLETING “EXHIBIT 10-(O)1”  
LOCAL AGENCY BIDDER/PROPOSER- UDBE COMMITMENT  
(CONSULTANT CONTRACTS)  
(Revised 06/08)**

**ALL BIDDERS:**

**PLEASE NOTE: It is the bidder’s responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information should be submitted with your bid/proposal. If it is not, it must be submitted and received as specified in the RFP. Failure to submit the required UDBE commitment will be grounds for finding your proposal non-responsive.**

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the construction contract: Agency, Location, Project Descriptions, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Total Dollar Contract Amount, Bid Date, Bidder’s Name, and Contract Goal.

The form has a column for the Contract Item Number (or Item No’s) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by UDBEs. The UDBE should provide a certification number to the Contractor. Notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of UDBE certified contractors to perform the work (must be certified on the date bids are opened and include UDBE address and phone number). Enter UDBE prime and subcontractors certification number. Prime contractors shall indicate all work to be performed by UDBEs including work performed by its own forces.

There is a column for the total UDBE dollar amount. Enter the Total Claimed UDBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Notice to Bidders/Proposers Disadvantaged Business Enterprise Information to determine how to count the participation of UDBE firms.

Exhibit 10-O (1) must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

**Local agencies** should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

**District DBE Coordinator** should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

**“EXHIBIT 10-(O)2”**  
**LOCAL AGENCY BIDDER/PROPOSER DBE INFORMATION**  
**(CONSULTANT CONTRACTS)**

**NOTE: PLEASE REFER TO THE NEXT PAGE FOR INSTRUCTIONS ON COMPLETING THIS FORM**

AGENCY: \_\_\_\_\_ LOCATION: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

TOTAL CONTRACT AMOUNT: \$ \_\_\_\_\_

BID DATE \_\_\_\_\_

BIDDER'S NAME: \_\_\_\_\_

[illegible]

### For Local Agency to Complete:

Local Agency Contract Number: \_\_\_\_\_

Federal Aid Project Number: \_\_\_\_\_

Federal Share: \_\_\_\_\_

Contract Award Date: \_\_\_\_\_

Local Agency certifies that the UDBE certification(s) has been verified and all information is complete and accurate.

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Print Name	Signature	Date
------------	-----------	------

Local Agency Representative \_\_\_\_\_

(Area Code) Telephone Number: \_\_\_\_\_

### Total Claimed Participation

\$\_\_\_\_\_

\_\_\_\_\_ %

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Signature of Bidder

Date \_\_\_\_\_

(Area Code) Tel. No. \_\_\_\_\_

**For Caltrans Review:**

Print Name	Signature	Date
------------	-----------	------

Print Name	Signature	Date
Caltrans District Local Assistance Engineer		

Person to Contact (Please Type or Print)

Local Agency Bidder - DBE Commitment(Rev 03/09)

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of award. Failure to send a copy to the DLAE within 15 days of award may result in de-obligation of funds for this project.  
(2) Copy -- Include in award package to Caltrans District Local Assistance  
(3) Original – Local agency files

**INSTRUCTIONS FOR COMPLETING “EXHIBIT 10-(O)2”  
LOCAL AGENCY BIDDER/PROPOSER- DBE INFORMATION  
(CONSULTANT CONTRACTS)  
(Revised 03/09)**

**ALL BIDDERS:**

The form requires specific information regarding the construction contract: Agency, Location, Project Descriptions, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Total Dollar Contract Amount, Bid Date, Bidder's Name.

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. The DBE should provide a certification number to the Contractor. Notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on the date bids are opened and include DBE address and phone number). Enter DBE prime and subcontractors certification number. Prime contractors shall indicate all work to be performed by DBEs including work performed by its own forces.

Enter the Total Claimed DBE Participation dollars and percentage amount of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Notice to Bidders/Proposers Disadvantaged Business Enterprise Information to determine how to count the participation of DBE firms.

Exhibit 10-O (2) must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

**Local agencies** should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

**District DBE Coordinator** should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

## **GUIDANCE FOR COMPLETING “EXHIBIT 15-H” GOOD FAITH EFFORT STATEMENT OF UDBE PARTICIPATION**

The information necessary to establish the bidder’s adequate good faith efforts to meet the contract goal should include:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder.
- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested.
- C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder’s responsibility to demonstrate that sufficient work to meet the UDBE goal was made available to UDBE firms.
- D. The names, address and phone numbers of rejected UDBE firms, the firms selected for that work, and the reasons for the bidder’s choice.
- E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any work which was provided to the UDBEs.
- F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate.
- G. The names of agencies contacted to provide assistance in contracting, recruiting and using UDBE firms.
- H. Any additional data to support a demonstration of good faith efforts.”

It is recommended that bidders consider the following in making efforts to obtain participation of UDBEs, and when preparing the documentation to be submitted, demonstrating their good faith efforts:

- Advertising for UDBE participation may be placed in newspapers, trade papers, minority focus papers and on the Internet.
- The more advertising the better. The wider the audience—especially in trade and focus publications—the better a prime contractor can “get the word out” they plan to bid a project, the better potential for UDBEs to know about the project and to whom they should bid.
- Solicitations and follow-up telephone contacts should occur within reasonable time before the opening bid date to allow the subcontractor time to prepare a quote to submit to the bidder. Telephone or e-mail logs, and fax receipts may be used to corroborate follow-up contacts.
- Advertisements and solicitations should state which items or portions of work are being made available. The bidder should consider making as many items of work available as possible to meet the goal, including those items normally performed by the bidder with its own forces.
- Bidders are encouraged to assist UDBE subcontractors in the areas of bonding (if required), lines of credit, and obtaining necessary equipment, supplies and materials, and inform UDBEs of this assistance in their solicitations.

- The documentation to be submitted to the local agency should clearly demonstrate all efforts made by the bidder to meet the UDBE goal. To assist in providing clear documentation, bidders should consider the following:
  - Be careful when referring to “See Attachments” without providing explicit information where to find the material. Clearly identifying these items as Attachment A, Attachment B, etc. is suggested.
  - Attachments may include copies of advertisements, solicitations and logs of telephone follow-ups, e-mail or fax receipts.
  - In documenting the work made available to UDBEs, list the bid item number, description of the work and what portion of the item was offered, if applicable.
  - Include quotes from rejected UDBEs and the quotes from the firms selected. If the bidder is doing the work at less cost, include the items to be performed and the costs.
  - Identify any contacts with agencies, organizations or groups used or contacted to provide assistance in contacting, recruiting and using UDBE firms, and any responses or assistance received from them.
  - Describe any additional information which would demonstrate that adequate good faith efforts were made to meet the goal.

**“EXHIBIT 15-H”**  
**GOOD FAITH EFFORT STATEMENT OF UDBE PARTICIPATION**

**Federal-aid Project No.** \_\_\_\_\_ **Bid Opening Date** \_\_\_\_\_

The County of Placer has established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of 2 % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder – UDBE Commitment” form indicates that the bidder has met the UDBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder – UDBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

Complete the following sections in accordance with the instructions contained on the previous page, entitled, “Guidance For Completing Exhibit 15-H”.

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage of Contract

- D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

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Names, addresses and phone numbers of firms selected for the work above:

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- E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

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- F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

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- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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**NOTE:** USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.



**SAMPLE CONTRACT**

PSA NO. \_\_\_\_\_

ADMINISTERING AGENCY  
DEPARTMENT OF PUBLIC WORKS

DESCRIPTION: PROFESSIONAL SERVICES AGREEMENT (PSA) FOR PROJECT MANAGEMENT, ENVIRONMENTAL ANALYSIS, AND PRELIMINARY ENGINEERING FOR THE PLACER PARKWAY PHASE I.

THIS AGREEMENT MADE AND ENTERED INTO THIS \_\_\_\_\_ day of \_\_\_\_\_, 2011, BY AND BETWEEN the COUNTY OF PLACER, hereinafter referred to as "COUNTY", and CONSULTANT NAME, located in CONSULTANT CITY, STATE, hereinafter referred to as "CONSULTANT".

**W I T N E S S E T H**

WHEREAS, the COUNTY requires qualified professional engineering and environmental services for project management , environmental analysis, and preliminary engineering, and other related support services for the PLACER PARKWAY PHASE I, and

WHEREAS, CONSULTANT is duly qualified and has the required experience to provide such services and is willing to perform such services, and

WHEREAS, COUNTY desires to retain the services of CONSULTANT to perform required professional services;

NOW, THEREFORE, COUNTY and CONSULTANT in consideration of the mutual covenants herein set forth agree as follows:

1. BASIS OF AGREEMENT. CONSULTANT hereby agrees to provide professional services as an independent contractor to design, prepare environmental studies and documentation, preliminary engineering, and perform other related engineering and environmental services for the PLACER PARKWAY PHASE I as described in Exhibit "A" entitled "Scope of Services" attached hereto and by this reference incorporated herein. In exchange, COUNTY agrees to pay CONSULTANT as set forth in Item 6 below.
2. SERVICES OF CONSULTANT. The professional services required of CONSULTANT under this agreement shall consist of the tasks as described in "Scope of Services" noted above.

CONSULTANT shall employ the customary skills and resources reasonably available to the CONSULTANT in accordance with sound engineering practices. The professional services shall be performed by or shall be immediately supervised by a principal or senior engineer, currently registered as a professional civil engineer in the State of California.

CONSULTANT shall provide the COUNTY with copies of all documents prepared by CONSULTANT during the course of this PSA as specified in the attached exhibits. All such documents shall become the property of the COUNTY.

3. INFORMATION TO BE PROVIDED BY COUNTY. COUNTY will provide the following item to CONSULTANT.
  - a. Copies of project data developed to the date of this agreement
4. AMENDMENTS TO AGREEMENT. All amendments to this agreement must be in writing with written approval by the COUNTY's Director of Public Works and the authorized agent of the CONSULTANT.
5. TIME OF COMPLETION. CONSULTANT agrees to complete all tasks listed in the Scope of Services within four (4) years from the Notice to Proceed, no later than July 31, 2015. Upon Notice to Proceed, CONSULTANT shall prepare and follow a schedule, acceptable to the COUNTY, which will result in meeting the completion date with the exception of delays beyond the control of the CONSULTANT. CONSULTANT shall notify the COUNTY when this schedule is not met and state what actions are being taken to rectify this delay.
6. AMOUNT OF PAYMENT. As full payment for all services as set forth in Exhibits "A", "C", and "D" herein, the COUNTY shall pay up to the amount listed based on the budget of each Task as shown in Exhibit "C" up to a total maximum sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) to CONSULTANT as full payment for all services as set forth in Exhibits "A" and "C" herein. Payment for the CONSULTANT services shall be at the rates and charges as set forth in Exhibit "D" attached hereto and by this reference incorporated herein.

CONSULTANT shall not be reimbursed for any additional expenses incurred unless prior written approval is given by the COUNTY through a fully executed written amendment. CONSULTANT shall not undertake any such work without prior written approval of the COUNTY.

Notwithstanding any other terms of this agreement, no payments shall be made to CONSULTANT until COUNTY is satisfied that services of such value have been rendered pursuant to this agreement.

All sub contracts in excess of \$25,000 shall contain the above provisions.

7. PAYMENT SCHEDULE. Payments shall be made to CONSULTANT as set forth in the Exhibit "C" entitled "Payment Schedule", attached hereto and by this reference incorporated herein. CONSULTANT shall bill COUNTY not more often than monthly for the work performed pursuant to this agreement. Billing submitted by the CONSULTANT shall be itemized by work activities (Tasks) as defined in the Scope of Services in conjunction with current cost. This contract shall be based upon actual costs plus a fixed fee. All payment requests will be subject to those items identified in Exhibit "C". The COUNTY shall review and pay approved charges within 30 days of receipt of the invoice.

Notwithstanding any other terms of this agreement, no payments shall be made to CONSULTANT until COUNTY is satisfied that services of such value have been rendered pursuant to this agreement.

The CONSULTANT shall comply with the Cost Principles, Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31, and Uniform Administrative Requirements, Title 49 CFR, Part 18, as required in this PSA.

Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1 part 31 et, seq., or 49 CFR Part 18 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by Consultant to County.

All sub contracts in excess of \$25,000 shall contain the above provisions.

8. RECORDS. CONSULTANT shall maintain at all times complete detailed records with regard to services performed under this agreement in a form acceptable to COUNTY, and COUNTY, California Department of Transportation (Caltrans), the California State Bureau of Audit, and the Federal Highway Administration shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to CONSULTANT until COUNTY is satisfied that services of such value have been rendered pursuant to this agreement. All records shall be retained by CONSULTANT for a period of at least three (3) years after the date of final payment to CONSULTANT.

All sub contracts in excess of \$25,000 shall contain the above provisions.

9. CONFIDENTIALITY OF DATA. All financial, statistical, personal, technical, or other data and information relative to the COUNTY'S operations, which are designated confidential be the COUNTY and made available to the CONSULTANT in order to carry out this contract, shall be protected by the CONSULTANT from unauthorized use and disclosure.

Permission to disclose information on one occasion, or public hearing held by the COUNTY relating to the contract, shall not authorize the CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

The CONSULTANT shall not comment publicly to the press or any other media regarding the contract of the COUNTY'S actions on the same, except to the COUNTY'S staff, COUNTANT'S own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

The CONSULTANT shall not issue any news or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the COUNTY, and receipt of the COUNTY'S written permission.

Any subcontract entered into as a result of this contract shall contain all of the provision of this Article.

10. EMPLOYEES OF CONSULTANT. All persons performing services for CONSULTANT shall be solely employees of CONSULTANT and not employees of COUNTY. CONSULTANT shall be solely responsible for the salaries and other benefits, including Workers' Compensation, of all such personnel.
11. CONFLICT OF INTEREST. CONSULTANT warrants and covenants that no official or employee of the COUNTY, nor any business entity which an official of the COUNTY has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement, nor that any such person will be employed in the performance of this Agreement without immediate divulgence of such fact to the COUNTY.

12. **NONDISCRIMINATION.** During the performance of this agreement, CONSULTANT shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. CONSULTANT shall insure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this agreement by reference and made a part hereof as if set forth in full.

CONSULTANT shall give written notice of its obligation under this clause to labor organizations with which it has a collective bargaining or agreement.

CONSULTANT shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.

CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended, and any applicable regulations promulgated thereto.

The COUNTY has established a UDBE Contract goal of **Two Percent (2%)**, expressed as a percentage of the dollar value of the agreement, for UDBE's participating in this agreement. Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26, and in Exhibit 10-I "Notice to Proposers Disadvantaged Business Enterprise Information." If the contract has an underutilized DBE (UDBE) goal, the consultant must meet the UDBE goal by using UDBEs as subconsultants or document a good faith effort to meet the goal. If a UDBE subconsultant is unable to perform, the consultant must make a good faith effort to replace him/her with another UDBE subconsultant if the goal is not otherwise met.

DBE participation shall be in accordance with Part 26, Title 49 Code of Federal Regulations, which is incorporated by reference.

The CONSULTANT shall maintain records of all subcontracts entered into with UDBE/DBE subcontractors and records of materials purchased from UDBE/DBE suppliers. Such records shall show the name and business address of each UDBE/DBE subcontractor or vendor and the total dollar amount actually paid to each UDBE/DBE subcontractor or vendor. Upon completion of the agreement, a summary of these records shall be prepared and certified correct by the CONSULTANT or his/her authorized representative, and shall be furnished to the COUNTY.

13. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of the contract or agreement to the extent that the above are caused by negligent acts, errors, omissions, or willful misconduct of the CONSULTANT. CONSULTANT'S obligation shall include the duty to defend PLACER COUNTY as set forth in California Civil Code,

Section 2778 and 2782.5 This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County, its officers, agents, employees, and volunteers.

14. NON-ASSIGNABILITY. This agreement, and the rights and duties thereunder, shall not be assigned in whole or in part without the express written consent of COUNTY.
15. INSURANCE. The CONSULTANT shall file with COUNTY concurrently herewith, a Certificate of Insurance, indicating companies acceptable to COUNTY, with a Best's Rating of no less than A:VII showing.

**Worker's Compensation and Employers Liability Insurance:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than ONE MILLION DOLLARS (\$1,000,000) each accident for bodily injury by accident, ONE MILLION DOLLARS (\$1,000,000) policy limit for bodily injury by disease, and ONE MILLION DOLLARS (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Placer."

CONSULTANT shall require all SUBCONSULTANT(S) to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

**General Liability Insurance:**

CONSULTANT shall maintain Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- ◆ ONE MILLION DOLLARS (\$1,000,000) each occurrence
- ◆ TWO MILLION DOLLARS (\$2,000,000) aggregate

If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

- ◆ ONE MILLION DOLLARS (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- ◆ ONE MILLION DOLLARS (\$1,000,000) for Products-Completed Operations
- ◆ TWO MILLION DOLLARS (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be TWO MILLION DOLLARS (\$2,000,000).

Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

- ◆ ONE MILLION DOLLARS (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- ◆ ONE MILLION DOLLARS (\$1,000,000) aggregate for Products Completed Operations
- ◆ TWO MILLION DOLLARS (\$2,000,000) General Aggregate

(2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to six (6) months following the completion of the PSA in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

#### **Conformity of Coverages:**

If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

**Endorsements:**

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the CONSULTANT, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be canceled without first giving thirty (30) days prior written notice and (ten) days prior written notice of cancellation for non-payment of premium to the County of Placer."

**Automobile Liability Insurance**

CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage in an amount no less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

**Professional Liability Insurance (Errors & Omissions):**

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence and two million dollars (\$2,000,000) aggregate.

If Consultant sub-contracts in support of Consultants work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to six (6) months following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

**Additional Requirements**

Premium Payments: The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles: The CONSULTANT shall be responsible for all deductibles in all of CONSULTANT'S insurance policies. The amount of deductibles for insurance coverage required herein should be reasonable and subject to COUNTY'S approval.

CONSULTANT'S Obligations: CONSULTANT'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Material Breach: Failure of the CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

16. GENERAL COMPLIANCE WITH LAWS. The CONSULTANT shall exercise usual and customary care in its efforts to comply with applicable Federal, State and local laws, statutes, rules and regulations that are in effect as of the date of this agreement. CONSULTANT shall comply with all laws regarding payment of prevailing wages, including, without limitation, California Labor Code Section 1720, as such laws may be amended or modified. CONSULTANT agrees to comply with any directives or regulations issued by the California State Department of Industrial Relations or any other regulatory body of competent jurisdiction.
17. JURISDICTION. This agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this agreement shall be in that State. Initial venue shall be Placer County, California. The parties each waive any federal court removal and/or original jurisdiction rights they may have. If any part of this agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this agreement shall be in full force and effect.
18. USE OF SUBCONSULTANTS. CONSULTANT shall not use the services of any SUBCONSULTANT without the written approval by COUNTY prior to SUBCONSULTANT commencing any work on this project. The SUBCONSULTANT shall comply with all applicable provisions of this PSA, including, but not limited to, providing records, time of completion, payment schedule, etc.
19. SUSPENSION OR ABANDONMENT WITH OR WITHOUT CAUSE. COUNTY may suspend or abandon, by written notice, all or a portion of the work under this agreement for any reason. CONSULTANT may request that all or a portion of the work under this agreement be suspended or abandoned for any reason by notifying COUNTY in writing. Suspension or abandonment shall only be valid upon receipt of written approval of the request by COUNTY.
20. CANCELLATION. This agreement may be canceled by the Placer County Board of Supervisors upon the giving of 30 days advance written notice. Such notice shall be personally served or given by United States Mail.

In the event of cancellation by COUNTY, CONSULTANT shall be paid for all work performed and reasonable and un-cancelable expenses to the date of cancellation, unless this cancellation is a result of non-performance by the CONSULTANT, in which case CONSULTANT shall be paid for all work performed to the date of cancellation, less any estimated increased cost in the completion of the scope of services due to such cancellation, but in no event less than zero.

In the event of cancellation initiated by the CONSULTANT, CONSULTANT shall be paid for all work performed to the date of cancellation, less any estimated increased cost in the completion of the scope of services due to such cancellation, but in no event less than zero.



21. COVENANT AGAINST CONTINGENT FEES. The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
22. DISPUTES. All claims, counter-claims, disputes, and other matters in question between COUNTY and CONSULTANT that cannot be settled by agreement between the parties will be presented to the Board of Supervisors of COUNTY for consideration. In the event the Board of Supervisors cannot resolve the matter or matters to the satisfaction of the parties, either party may undertake whatever legal actions against the other, as it deems necessary.
23. REMEDIES. In the event of breach of any condition or provision hereof, the COUNTY shall have the right, by prior written notice to the CONSULTANT, to terminate the employment of the CONSULTANT hereunder and cancel this agreement and have the work thus canceled otherwise performed, without prejudice to any other rights or remedies of the COUNTY. The COUNTY shall have the benefit of such work as may have been completed up to the time of such termination or cancellation, and with respect to any part which shall have been delivered to and accepted by the COUNTY there shall be an equitable adjustment of compensation, which in no event shall exceed the total amount provided in Item 6 hereof.
24. EQUIPMENT. Prior authorization in writing by the COUNTY shall be required before the CONSULTANT enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment, or CONSULTANTS service. The CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

For purchase of any item, service or consulting work not covered in the CONSULTANTS Cost proposal and exceeding \$500, with prior authorization by the COUNTY, three competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.

The CONSULTANT shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this contract. The inventory record of each piece of such equipment shall include the date acquired, the cost, serial number, model identification, and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one year or more and an approximate unit price of \$5,000 or more. In addition, theft sensitive items of equipment costing less than \$5,000 shall be inventoried. A copy of the inventory record must be submitted to the COUNTY on request by the COUNTY.

At the conclusion of the contract or if the contract is terminated, the CONSULTANT may either keep the equipment and credit the COUNTY in an amount equal to its fair market value or sell equipment at the best price obtainable, at a public or private sale, in accordance with established COUNTY procedures and credit the COUNTY in an amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair market value shall be determined at the CONSULTANT'S expense, on the basis of a competent, independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to the COUNTY and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY.

CFR 49, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

Any subcontract entered into as a result of this contract shall contain all the provisions of this article.

25. NOTICES. All notices, and approvals or demands of any kind required or desired to be given by the COUNTY and CONSULTANT shall be in writing and shall be deemed served or given upon delivery if personally delivered or faxed, or, if mailed, forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid to the addresses shown below. COUNTY and CONSULTANT may from time to time by written notice to the other designate another place for receipt of future notices.

COUNTY: Placer County Department of Public Works  
Attn: **PROJECT ENGINEER**  
3091 County Center Drive, Suite 220  
Auburn, California 95603  
Phone: (530) **xxx-xxxx**  
Fax: (530) **xxx-xxxx**

CONSULTANT: **CONSULTANT NAME**  
Attn: **PROJECT MANAGER**  
**CONSULTANT ADDRESS**  
Phone: **(xxx) xxx-xxxx**  
Fax: **(xxx) xxx-xxxx**

***This section left intentionally blank***

IN WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

**“COUNTY” - STATE OF CALIFORNIA,  
COUNTY OF PLACER**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

Date: \_\_\_\_\_

**Award of PSA No.** \_\_\_\_\_  
Authorized by the Board of Supervisors  
on: \_\_\_\_\_

**APPROVED AS TO PROCEDURE**

By: \_\_\_\_\_  
Ken Grehm, Director  
Department of Public Works

Date: \_\_\_\_\_

**APPROVED AS TO FUNDS**

By: \_\_\_\_\_  
Auditor, Placer County

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
County Counsel, Placer County

Date: \_\_\_\_\_

**ATTACHMENTS:**

Exhibit A – Scope of Services (draft)  
Exhibit B – Location Map  
Exhibit C – Payment Schedule (draft)  
Exhibit D – Consultant's Standard Charge Rates  
(to be added subsequent to contract negotiations)

**“CONSULTANT” \***

Insert full legal name of consultant, entity type,  
and state of organization  
Example: XYZ Corp., Inc.  
a California Corporation,

By: \_\_\_\_\_  
Signature # 1  
(Signature Notarized)

\_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature # 2  
(Signature Notarized)

\_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

*\*If Consultant is a corporation, this agreement must be signed  
by two corporate officers, one of which must be the Secretary  
of the corporation, and the other may be either the President  
or Vice President, unless an authenticated corporate  
resolution is attached delegating authority to a single officer*

## EXHIBIT A

### **SCOPE OF SERVICES**

#### **I. Project Background**

The Placer Parkway is an approximate 15-mile long, east-west, controlled access transportation facility that would connect areas in western Placer County to planned industrial development in south Sutter County as well as the I-5 corridor. A Tier I analysis was completed that identified the corridor out of 5 alternatives. On December 3, 2009 the South Placer Region Transportation Authority Board certifying the Final Program Environmental Impact Report and adopting findings, a statement of overriding considerations, and a Mitigation Monitoring and Reporting Program for compliance with the California Environmental Quality Act (CEQA). On May 7, 2010, the Federal Highway Administration (FHWA) completed its [Record of Decision \(ROD\)](#), which selected Placer Parkway Corridor Alternative 5 with a No-Access Buffer Zone pursuant to the National Policy Environmental Act (NEPA). The FHWA published its [Notice of Final Actions](#) in the Federal Register on May 26, 2010. The supporting documents may be found at the Placer Parkway website: <http://www.placerparkway.org>.

#### **II. Project Description**

The County of Placer ("County") is soliciting sealed proposals from Civil Engineering firms (California Registered Civil Engineer required) to provide professional engineering services for the Placer Parkway Phase I. The Scope of Services shall include, but is not limited to, project management, preliminary engineering, environmental review, and environmental permitting. This work will include all coordination with all necessary agencies, obtaining environmental approval for the proposed improvements, including the preparation of all required environmental documentation, and preliminary plans and estimate. The purpose of this procurement is to select the most qualified firm to enter into a contract with the County to provide professional engineering and environmental services for the environmental review of the Placer Parkway Phase I Project from State Route 65 to Foothills Blvd North.

- III. Items of Work** The COUNTY contracts with the CONSULTANT to provide all required engineering and environmental services necessary to prepare preliminary design and environmental documents for the PLACER PARKWAY PHASE I. The intent of the PSA is to have the CONSULTANT develop construction plans, specifications, engineer's cost estimate, design report, and other applicable documents acceptable to the COUNTY, regional regulatory agencies and other involved agencies to allow the COUNTY to immediately proceed to advertise for bids for construction.

The CONSULTANT shall prepare preliminary plans, specifications, and engineer's cost estimate in English units. The CONSULTANT shall prepare all other submittals to the COUNTY, regional regulatory agencies and other involved agencies in metric and English units.

Project design and related engineering services shall include the following tasks:

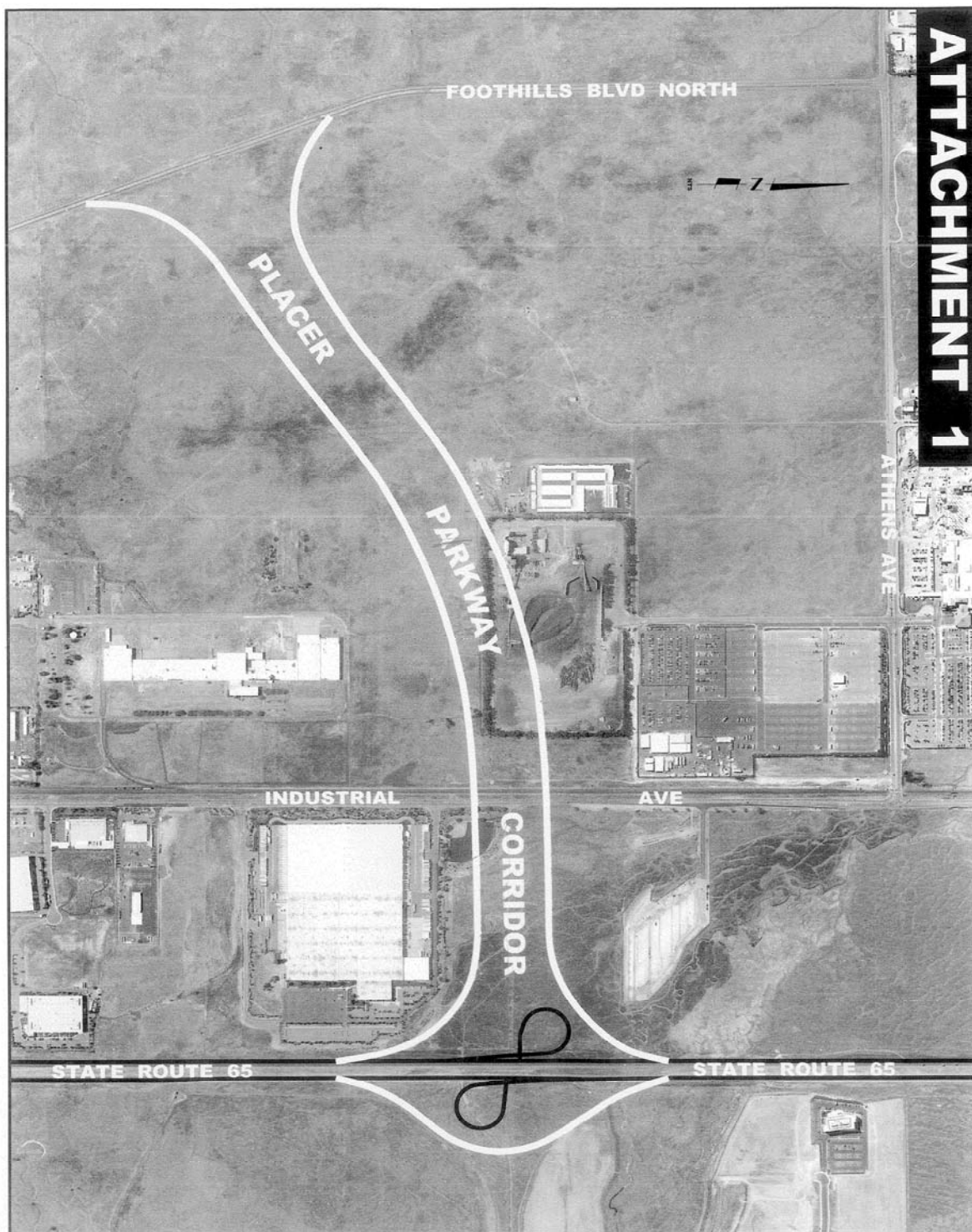
**PRELIMINARY ENGINEERING & ENVIRONMENTAL ANALYSIS**  
**(To be provided by Consultant in Proposal in accordance with RFP.)**

**IV. Consultant Staffing**

The CONSULTANT is proposing to use \_\_\_\_\_, P.E. as the project manager for this PSA. In the event there is a need to substitute key personnel by the CONSULTANT for project management or primary design engineering responsibility, the CONSULTANT shall only substitute personnel after submitting resumes and obtaining specific written approval by the Director of Public Works for the replacement staff in these two key positions.

**EXHIBIT B**

**LOCATION MAP**



## EXHIBIT C

### PAYMENT SCHEDULE

Payment requests shall be subject to review and approval by Placer County. Each invoice request shall provide a breakdown by staff member hours for work activities identified by task as described in the scope of work. All payment requests shall be subject to the following budget, and Consultant's hourly rates identified in Exhibit D.

Task No.	Task Description	Not to Exceed
Task 1.0	Initial Review	\$X,XXX
Task 2.0	Geotechnical Investigation & Utility Location	\$X,XXX
Task 3.0	Preparation of Preliminary Plans & Related Documents	\$X,XXX
Task 4.0	Easement Preparation for Right-of-Way Acquisitions	\$X,XXX
Task 5.0	Agency Approvals and Permits	\$X,XXX
Total:		\$XXX,XXX

Ten percent (10%) shall be withheld from each payment until satisfactory completion of the work described below. The COUNTY shall release for payment the ten percent (10%) withheld, upon satisfactory completing of Tasks 1, 2, 3, 4, & 5 and receipt by the COUNTY of acceptable Design Plans, Special Provisions, and Engineers Estimate, including those deliverable items identified under "Exhibit A" Scope of Services, attached to this PSA agreement

Total payment shall not exceed \$XXX without modification to the agreement signed by both parties. The COUNTY, as shown above, may reallocate budget amounts, within work items without modifications of this agreement, subject to approval. The Director of Public Works, acting on behalf of the COUNTY, has discretion to approve up to \$XXX in additional funds under the original PSA for additional engineering services not covered by the original Scope of Work. CONSULTANT shall not undertake such work without prior written approval of the COUNTY.

Upon CONSULTANT'S request, COUNTY will make payment of funds withheld from progress payments pursuant to the requirements of Public Contract Code Section 10261, if CONSULTANT deposits in escrow with an approved escrow agent or with a bank acceptable to COUNTY, securities eligible for the investment of State or County funds under Government Code Section 16430 or bank or savings and loan certificate of deposit upon the following conditions:

- a. CONSULTANT shall bear the expense of COUNTY and the escrow agent in connection with the escrow deposit made.
- b. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to CONSULTANT pursuant to this section.
- c. CONSULTANT shall enter into an escrow agreement satisfactory to COUNTY, which agreement shall include provisions governing inter alia:
  1. the amount of securities to be deposited,
  2. the providing powers of attorney or other documents necessary for the transfer of the securities to be deposited,
  3. conversion to cash to provide funds to meet defaults by CONSULTANT including, but not limited to, termination of the CONSULTANT'S control over the work, or other amounts to be kept or retained under the provision of the agreement,
  4. decrease in the value of the securities on deposit,
  5. the termination of the escrow upon completion of the agreement.



**EXHIBIT D**

**CONSULTANT'S HOURLY RATES**

*To be added subsequent to contract negotiation with the selected firm*